

# EXHIBIT A

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**SUMM****Gina M. Corena, Esq.**

Nevada Bar No. 10330

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Nevada Bar No. 13743

[betsy@lawofficecorena.com](mailto:betsy@lawofficecorena.com)**GINA CORENA & ASSOCIATES**

300 S. Fourth Street, Suite 1250

Las Vegas, Nevada 89101

Telephone: (702) 680-1111

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*Attorneys for Plaintiff***DISTRICT COURT****CLARK COUNTY, NEVADA**

TATIANA MARTINEZ SANTALLA, an  
individual,

Plaintiff,

v.

**99 CENTS ONLY STORES LLC, KARLA  
LNU; DOE PROPERTY OWNER I-V;  
ROE PROPERTY OWNER I-V; DOE  
JANITORIAL EMPLOYEE I-V; ROE  
JANITORIAL COMPANY I-V; ROE  
MAINTENANCE COMPANY I-V; ROE  
PROPERTY MANAGEMENT COMPANY  
IV; DOE MAINTENANCE WORKER I-V;  
DOE PROPERTY MANAGER I-V; DOE  
EMPLOYEE I-V; ROE EMPLOYER I-V;  
and ROE COMPANIES I-V, inclusive,  
jointly and severally,**

Defendants.

CASE NO. A-22-850979-C

DEPT. NO.

**SUMMONS-CIVIL****99 CENTS ONLY STORES LLC****701 S. Carson St. Ste. 200****Carson City, Nevada 89701**

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU  
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.  
READ THE INFORMATION BELOW.**

**TO THE DEFENDANT(S):** A civil Complaint has been filed by the Plaintiff(s) against you for  
the relief set forth in the Complaint.

GINA CORENA & ASSOCIATES

1        1. If you intend to defend this lawsuit, within 20 days after this Summons is served  
 2        on you, exclusive of the day of service, you must do the following:

3        (a) File with the Clerk of this Court, whose address is shown below, a formal  
 4        written response to the Complaint in accordance with the rules of the Court,  
 5        with the appropriate filing fee.

6        (b) Serve a copy of your response upon the attorney whose name and address is  
 7        shown below.

8  
 9        2. Unless you respond, your default will be entered upon application of the  
 10       Plaintiff(s) and failure to so respond will result in a judgment of default against  
 11       you for the relief demanded in the Complaint, which could result in the taking of  
 12       money or property or other relief requested in the Complaint.

13       3. If you intend to seek the advice of an attorney in this matter, you should do so  
 14       promptly so that your response may be filed on time.

15       4. The State of Nevada, its political subdivisions, agencies, officers, employees,  
 16       board members, commission members and legislators each have 45 days after  
 17       service of this Summons within which to file an Answer or other responsive  
 18       pleading to the Complaint.  
 19

20       Submitted by:

21       /s/ Mahna Pourshaban  
 22       **Gina M. Corena, Esq.**  
 Nevada Bar No. 10330  
 23       **Mahna Pourshaban, Esq.**  
 Nevada Bar No. 12980  
 24       **GINA CORENA & ASSOCIATES**  
 300 S. Fourth Street, Suite 1250  
 25       Las Vegas, Nevada 89101  
 26       *Attorneys for Plaintiff*

By: 

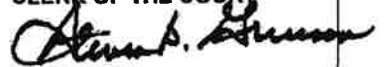
Deputy Clerk

4/11/2022

Date

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Steven D. Grierson  
CLERK OF THE COURT



CASE NO: A-22-850979-C  
Department 8

1 COMJD

2 Gina M. Corena, Esq.

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13 Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

14 TATIANA MARTINEZ SANTALLA, an  
15 individual,

16 Plaintiff,

17 v.

CASE NO.

DEPT. NO.

**PLAINTIFF'S COMPLAINT AND  
DEMAND FOR JURY TRIAL**

18 99 CENTS ONLY STORES LLC; KARLA  
19 LNU; DOE PROPERTY OWNER I-V;  
20 ROE PROPERTY OWNER I-V; DOE  
21 JANITORIAL EMPLOYEE I-V; ROE  
22 JANITORIAL COMPANY I-V; ROE  
23 MAINTENANCE COMPANY I-V; ROE  
24 PROPERTY MANAGEMENT COMPANY  
25 IV; DOE MAINTENANCE WORKER I-V;  
26 DOE PROPERTY MANAGER I-V; DOE  
27 EMPLOYEE I-V; ROE EMPLOYER I-V;  
28 and ROE COMPANIES I-V, inclusive,  
jointly and severally,

Defendants.

COMES NOW the Plaintiff TATIANA MARTINEZ SANTALLA by and through her attorney Mahna Pourshaban, Esq., of the Law Offices of GINA CORENA & ASSOCIATES and for causes of action against the Defendants, 99 CENTS ONLY STORES LLC; KARLA LNU; DOE PROPERTY OWNER I-V; ROE PROPERTY OWNER I-V; DOE JANITORIAL EMPLOYEE I-V; ROE JANITORIAL COMPANY I-V; ROE MAINTENANCE COMPANY I-V; ROE PROPERTY MANAGEMENT COMPANY IV; DOE MAINTENANCE WORKER I-

1 V; DOE PROPERTY MANAGER I-V; DOE EMPLOYEE I-V; ROE EMPLOYER I-V; and  
 2 ROE COMPANIES I-V, inclusive, and jointly and severally, alleges as follows:

3 **GENERAL ALLEGATIONS**

4 1. That at all times relevant hereto, Plaintiff, TATIANA MARTINEZ SANTALLA  
 5 (hereinafter "PLAINTIFF" and/or "TATIANA"), was and is a resident of Clark County, State of  
 6 Nevada, and that the events as described herein occurred in Clark County, Nevada.

7 2. That upon information and belief, that at all times relevant to this action, the Defendant  
 8 99 CENTS ONLY STORES LLC (hereinafter "DEFENDANTS" and/or "DEFENDANT 99  
 9 CENTS") is and was a Foreign Limited Liability Company doing business in Clark County,  
 10 Nevada.

11 3. That at all times relevant hereto, Defendant, KARLA LNU (hereinafter  
 12 "DEFENDANTS" and/or "KARLA"), was and is a resident of Clark County, State of Nevada,  
 13 and that the events as described herein occurred in Clark County, Nevada.

14 4. That upon information and belief DEFENDANTS DOE PROPERTY OWNER and/or  
 15 ROE PROPERTY OWNER is and were the owner of the property located at 4910 E. Tropicana  
 16 Ave., Las Vegas, Nevada 89121 (hereinafter "The Property") and is and were a resident of Clark  
 17 County, Nevada and/or a business operating in Clark County, Nevada.

18 5. That upon information and belief, at all relevant times to this action DEFENDANT  
 19 ROE EMPLOYER was an entity doing business in the State of Nevada and was employing  
 20 Defendants, and each of them.

21 6. That upon information and belief, at all times relevant to this action, DEFENDANT  
 22 DOE EMPLOYEE and/or DEFENDANT DOE MAINTENANCE EMPLOYEE and/or  
 23 DEFENDANT DOE JANITORIAL EMPLOYEE (hereinafter referred to as "DEFENDANT  
 24 DOE EMPLOYEE") was acting on behalf of DEFENDANTS.

25 7. That the true names and capacities, whether individual, corporate, partnership, associate  
 26 or otherwise, of Defendants, DOES I through V, are unknown to Plaintiff, who therefore sues  
 27 said Defendants by such fictitious names. Plaintiff is informed and believes and thereon alleges  
 28 that each of Defendants designated herein as DOE is responsible in some manner for the events  
 and happenings referred to and caused damages proximately to Plaintiff as herein alleged, and

1 that Plaintiff will ask leave of this Court to amend this Complaint to insert the true names and  
2 capacities of DOES I through V when the same have been ascertained and to join such  
3 Defendants in this action.

4 8. PLAINTIFF is informed and believes and thereon alleges that each of Defendants  
5 designated herein as ROE ENTITIES I-V are responsible in some manner for the events and  
6 happenings referred to and caused damages proximately to PLAINTIFF as herein alleged, and  
7 that PLAINTIFF will ask leave of this Court to amend this Complaint to insert the true names  
8 and capacities of ROE ENTITIES I through V when the same have been ascertained and to join  
9 such defendants in this action.

10 9. Plaintiff is informed, believe and thereupon allege that the Defendants designated  
11 herein as DOES I through V and/or ROE ENTITIES I through V, inclusive, are any one of the  
12 following:

- 13 (a) Parties responsible in some manner for the events and happenings herein referred to that  
14 caused injuries and damages proximately thereby to Plaintiff as herein alleged;  
15 (b) Parties that are the agents, servants, employees and/or contractors of the Defendants, each  
16 of them acting within the course and scope of their agency, employment or contract;  
17 (c) Parties that own, lease, manage, operate, secure, inspect, repair, maintain and/or are  
18 responsible for the Premises referred to herein;  
19 (d) Parties that have assumed or retained the liabilities of any of Defendants by virtue of an  
20 agreement, sale, transfer or otherwise; and/or  
21 (e) Parties responsible for the design, manufacture, and/or installation of the flooring of the  
22 Premises at issue herein.

23 10. That the true names and capacities, whether individual, corporate, partnership, associate  
24 or otherwise, of Defendants DOE PROPERTY OWNER I through V are unknown to  
25 PLAINTIFF, who therefore sues said Defendants by such fictitious names.

26 11. That the true names and capacities, whether individual, corporate, partnership, associate  
27 or otherwise, of Defendants ROE MAINTENANCE COMPANY I through V are unknown to  
28 PLAINTIFF, who therefore sues said Defendants by such fictitious names.

1 12. That the true names and capacities, whether individual, corporate, partnership, associate  
2 or otherwise, of Defendants ROE PROPERTY MANAGEMENT COMPANY I through V are  
3 unknown to PLAINTIFF, who therefore sues said Defendants by such fictitious names.

4 13. That the true names and capacities, whether individual, corporate, partnership, associate  
5 or otherwise, of Defendants DOE MAINTENANCE WORKER I through V are unknown to  
6 PLAINTIFF, who therefore sues said Defendants by such fictitious names.

7 14. That the true names and capacities, whether individual, corporate, partnership, associate  
8 or otherwise, of Defendants DOE PROPERTY MANAGER I through V are unknown to  
9 PLAINTIFF, who therefore sues said Defendants by such fictitious names.

10 15. On or about August 5, 2021, PLAINTIFF, while a guest at The Property, was walking  
11 when PLAINTIFF suddenly and unexpectedly slipped and fell onto the floor of The Property due  
12 to an unknown liquid and/or other slippery substance(s) being on the floor in the walkway.

13 16. Defendants, and each of them, negligently and carelessly owned, maintained, operated,  
14 occupied, and controlled said premises so as to cause and allow the unknown liquid and/or other  
15 slippery substance(s) to be on the walkway in an area intended for use by customers and invitees  
16 of Defendants, and Defendants knew that this area was commonly and regularly used by  
17 customers and invitees of Defendants.

18 17. Defendants, and each of them, negligently and carelessly permitted, allowed and caused  
19 said unsafe condition to remain even though Defendants knew, or through the exercise of  
20 ordinary care and diligence should have known, that the condition was present and that it was  
21 hazardous and dangerous.

22 18. Defendants, and each of them, negligently and carelessly failed to maintain the  
23 aforesaid premises in a reasonably safe condition, free of hazardous and dangerous conditions;  
24 and failed to warn Plaintiff of said condition.

25 19. Defendants, and each of them, breached a duty of care that they owed to Plaintiff, by  
26 the following careless and negligent acts, inter alia:

27 a. Failure to provide a safe premises for Plaintiff to traverse, which was that location's  
28 intended purpose;



1 b. Failure to warn Plaintiff of the dangerous and hazardous condition then and there existing  
2 in said premises;

3 c. Failure to properly and adequately inspect said premises to discover the hazardous and  
4 dangerous condition; d. Violations of certain statutes, ordinances and building codes, which  
5 Plaintiff prays leave of Court to insert the exact statutes or ordinances or codes at the time of  
6 the trial.

7 20. As a direct and proximate result of the negligence and carelessness of Defendants, and  
8 each of them, Plaintiff has been caused to incur medical expenses, and will in the future be  
9 caused to expend monies for medical expenses and additional monies for miscellaneous expenses  
10 incidental thereto, in a sum presently unascertainable. Plaintiff will pray leave of Court to insert  
11 the total amount of the medical and miscellaneous expenses when the same have been fully  
12 determined at the time of trial of this action.

13 21. That as a result of the fall, PLAINTIFF suffered damages in excess of \$15,000.00.

#### 14 **FIRST CAUSE OF ACTION**

#### 15 **(Negligence as to All Defendants)**

16 22. Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 21 as  
17 fully set forth herein.

18 23. That on or about August 5, 2021, PLAINTIFF was at The Property, which is and was  
19 owned and/or operated by Defendant 99 CENTS and/or Defendant DOE PROPERTY OWNER  
20 I-V and/or Defendant ROE PROPERTY OWNER I-V.

21 24. That at that time and place, PLAINTIFF slipped and fell on a foreign substance on the  
22 ground of The Property owned and operated by Defendants.

23 25. That upon information and belief, and at all times relevant to this action, Defendant 99  
24 CENTS and/or Defendant KARLA LNU and/or Defendant DOE PROPERTY OWNER I-V  
25 and/or Defendant ROE PROPERTY OWNER I-V and/or Defendant DOE JANITORIAL  
26 EMPLOYEE I-V and/or Defendant ROE JANITORIAL COMPANY I-V and/or Defendant ROE  
27 MAINTENANCE COMPANY I-V and/or Defendant ROE PROPERTY MANAGEMENT  
28 COMPANY IV and/or Defendant DOE MAINTENANCE WORKER I-V and/or Defendant  
DOE PROPERTY MANAGER I-V and/or Defendant DOE EMPLOYEE I-V and/or Defendant



1 ROE EMPLOYER I-V and/or Defendant and ROE COMPANIES I-V, and each of them, were  
2 the owners or lessees and occupied, operated, maintained, managed, and controlled those  
3 premises located at 4910 E. Tropicana Ave., Las Vegas, Nevada 89121 wherein it actively  
4 conducted business at said location.

5 26. That upon information and belief, and at all times relevant to this action, Defendant  
6 KARLA and/or DOE STORE MANAGER was and is the manager of the business that operated  
7 on the premises located at 4910 E. Tropicana Ave., Las Vegas, Nevada 89121 and was  
8 responsible for ensuring the premises was safe and free of hazards for its patrons, including  
9 PLAINTIFF.

10 27. That on or about the August 5, 2021 and for some time prior thereto, Defendants, and  
11 each of them (by and through their authorized agents, servants, and employees, acting within the  
12 course and scope of their employment), negligently and carelessly owned, maintained, operated,  
13 occupied, managed, and controlled the said premises, located at 4910 E. Tropicana Ave., Las  
14 Vegas, Nevada 89121, and did cause and/or allow a foreign substance to remain in an unsafe  
15 manner on the floor in the walkway and did not maintain said floor which caused an  
16 unreasonably dangerous condition, thus, making the premises hazardous and dangerous to  
17 anyone walking in said area and more particularly to PLAINTIFF.

18 28. That on or about the August 5, 2021, and for some time prior thereto, Defendants, and  
19 each of them (by and through their authorized agents, servants, and employees, acting within the  
20 course and scope of their employment), negligently and carelessly owned, maintained, operated,  
21 occupied, managed, and controlled the said premises, located at 4910 E. Tropicana Ave., Las  
22 Vegas, Nevada 89121 in that they maintained the area in such a manner that it presented a  
23 dangerous and hazardous condition in an area intended for the use and commonly and regularly  
24 used by customers and invitees of the said DEFENDANTS and more particularly to  
25 PLAINTIFF.

26 29. That on or about the August 5, 2021, and for some time prior thereto, Defendants, and  
27 each of them (by and through their authorized agents, servants, and employees, acting within the  
28 course and scope of their employment), negligently and carelessly owned, maintained, operated,  
occupied, managed, and controlled the said premises, located at 4910 E. Tropicana Ave., Las

1 Vegas, Nevada 89121, in that said Defendants permitted, allowed and/or caused said unsafe  
 2 condition to remain even though Defendants, and each of them (by and through their authorized  
 3 agents, servants, and employees, acting within the course and scope of their employment), knew  
 4 or, through the exercise of ordinary care and diligence, should have known, that leaving foreign  
 5 substances to remain on the floor in an unsafe manner and creates a defective and dangerous  
 6 condition for anyone walking in the area.

7 30. That DEFENDANTS, and each of them (by and through their authorized agents,  
 8 servants, and employees, acting within the course and scope of their employment), failed to  
 9 maintain the aforesaid premises in a reasonably safe condition; and that said DEFENDANTS,  
 10 and each of them, negligently, carelessly and recklessly failed to inspect, maintain, clean,  
 11 remedy, and/or correct the said condition, or warn PLAINTIFF, of the defect therein.

12 31. At all times herein concerned or relevant to this action, Defendants, and each of them,  
 13 acted by and through their duly authorized agents, servants, workmen and/or employees then and  
 14 there acting within the course of their employment and scope of their authority of Defendant 99  
 15 CENTS and/or Defendant KARLA LNU and/or Defendant DOE PROPERTY OWNER I-V  
 16 and/or Defendant ROE PROPERTY OWNER I-V and/or Defendant DOE JANITORIAL  
 17 EMPLOYEE I-V and/or Defendant ROE JANITORIAL COMPANY I-V and/or Defendant ROE  
 18 MAINTENANCE COMPANY I-V and/or Defendant ROE PROPERTY MANAGEMENT  
 19 COMPANY IV and/or Defendant DOE MAINTENANCE WORKER I-V and/or Defendant  
 20 DOE PROPERTY MANAGER I-V and/or Defendant DOE EMPLOYEE I-V and/or Defendant  
 21 ROE EMPLOYER I-V and/or Defendant and ROE COMPANIES I-V, and each of them.

22 32. That the carelessness and negligence of the DEFENDANTS, and each of them, in  
 23 breaching a duty owed to PLAINTIFF, which directly and proximately caused the injuries and  
 24 damages to PLAINTIFF, consisting in and of, but not limited to, the following acts, to-wit:

- 25 (a) Failure to provide a safe premise for PLAINTIFF;
- 26 (b) Failure to warn PLAINTIFF, of the dangerous and hazardous condition then and there  
 27 existing in said premise;
- 28 (c) Failure to properly and adequately inspect the said dangerous condition in  
 DEFENDANTS' walkway(s) to ascertain its hazardous and dangerous condition;

1 (d) Failure to properly and adequately maintain the DEFENDANTS' walkway(s);

2 (e) DEFENDANTS, and each of them, had, or should have had, knowledge or notice of the  
3 existence of the said dangerous and defective condition which existed on said premises.

4 33. DEFENDANTS, and each of them, have violated certain statutes, ordinances and  
5 building codes, which PLAINTIFF prays leave of Court to insert the exact statutes or ordinances  
6 or codes at the time of the trial.

7 34. That on or about August 5, 2021, PLAINTIFF, while lawfully upon said premises of  
8 Defendants, and each of them, as a direct and proximate result of the negligence and carelessness  
9 of Defendants, and each of them, was caused to suffer the injuries and damages hereinafter set  
10 forth when PLAINTIFF fell and suffered injuries and damages as hereinafter more particularly  
11 alleged.

12 35. By reason of the premises and as a direct and proximate result of the aforesaid  
13 negligence and carelessness of the DEFENDANTS, and each of them, PLAINTIFF was  
14 otherwise injured in and about the head and neck, back, shoulders, arms, legs, knees, and caused  
15 to suffer great pain of body and mind, all or some of the same are chronic conditions which may  
16 result in permanent disability and are disabling, all to PLAINTIFF's damage in an amount in  
17 excess of Fifteen Thousand Dollars (\$15,000.00).

18 36. By reason of the premises, and as a direct and proximate result of the aforesaid  
19 negligence and carelessness of the DEFENDANTS, and each of them, PLAINTIFF has been  
20 caused to incur medical expenses, and will in the future be caused to expend monies for medical  
21 expenses and additional monies for miscellaneous expenses incidental thereto, in a sum presently  
22 unascertainable. PLAINTIFF will pray leave of Court to insert the total amount of the medical  
23 and miscellaneous expenses when the same have been fully determined at the time of the trial for  
24 this action.

25 37. Prior to the injuries complained of herein, PLAINTIFF was an able-bodied individual,  
26 capable of engaging in all activities for which she was otherwise suited. By reason of the  
27 condition of the premises described herein, and as a direct and proximate result of the negligence  
28 of the said Defendants, and each of them, PLAINTIFF was caused to be disabled and limited and  
restricted in PLAINTIFF'S occupations and activities, which caused to PLAINTIFF a loss of

1 wages in a presently unascertainable amount, the allegations of which PLAINTIFF prays leave  
2 of Court to insert herein when the same shall be fully determined.

### 3 SECOND CAUSE OF ACTION

#### 4 **(Respondent Superior, Negligent Entrustment, Hiring, Training, and Supervision)**

5 38. PLAINTIFF incorporates by this reference all of the allegations of paragraphs 1  
6 through 37, above, as though completely set forth herein.

7 39. Defendant 99 CENTS and/or Defendant KARLA LNU and/or Defendant DOE  
8 PROPERTY OWNER I-V and/or Defendant ROE PROPERTY OWNER I-V and/or Defendant  
9 DOE JANITORIAL EMPLOYEE I-V and/or Defendant ROE JANITORIAL COMPANY I-V  
10 and/or Defendant ROE MAINTENANCE COMPANY I-V and/or Defendant ROE PROPERTY  
11 MANAGEMENT COMPANY IV and/or Defendant DOE PROPERTY MANAGER I-V and/or  
12 Defendant ROE EMPLOYER I-V and/or Defendant and ROE COMPANIES I-V, and each of  
13 them, had a duty to properly hire, train, and supervise all employees to ensure that the premises  
14 mentioned hereinabove remained in a reasonably safe condition.

15 40. That at all times pertinent hereto, Defendant 99 CENTS and/or Defendant KARLA  
16 LNU and/or Defendant DOE PROPERTY OWNER I-V and/or Defendant ROE PROPERTY  
17 OWNER I-V and/or Defendant DOE JANITORIAL EMPLOYEE I-V and/or Defendant ROE  
18 JANITORIAL COMPANY I-V and/or Defendant ROE MAINTENANCE COMPANY I-V  
19 and/or Defendant ROE PROPERTY MANAGEMENT COMPANY IV and/or Defendant DOE  
20 PROPERTY MANAGER I-V and/or Defendant ROE EMPLOYER I-V and/or Defendant and  
21 ROE COMPANIES I-V, and each of them, in each of his/her duties and actions as property  
22 managers/maintainer and/or employees for Defendants, and each of them.

23 41. In addition, in its/their capacity as employer, Defendant 99 CENTS and/or Defendant  
24 KARLA LNU and/or Defendant DOE PROPERTY OWNER I-V and/or Defendant ROE  
25 PROPERTY OWNER I-V and/or Defendant DOE JANITORIAL EMPLOYEE I-V and/or  
26 Defendant ROE JANITORIAL COMPANY I-V and/or Defendant ROE MAINTENANCE  
27 COMPANY I-V and/or Defendant ROE PROPERTY MANAGEMENT COMPANY IV and/or  
28 Defendant DOE PROPERTY MANAGER I-V and/or Defendant ROE EMPLOYER I-V and/or  
Defendant and ROE COMPANIES I-V, and each of them, as said Defendant(s) was/were acting

1 within the course and scope of each of his/her employment with Defendant 99 CENTS and/or  
2 Defendant KARLA LNU and/or Defendant DOE PROPERTY OWNER I-V and/or Defendant  
3 ROE PROPERTY OWNER I-V and/or Defendant DOE JANITORIAL EMPLOYEE I-V and/or  
4 Defendant ROE JANITORIAL COMPANY I-V and/or Defendant ROE MAINTENANCE  
5 COMPANY I-V and/or Defendant ROE PROPERTY MANAGEMENT COMPANY IV and/or  
6 Defendant DOE PROPERTY MANAGER I-V and/or Defendant ROE EMPLOYER I-V and/or  
7 Defendant and ROE COMPANIES I-V, and each of them, at the time of the incident described  
8 herein.

9 42. By reason of the premises and as a direct and proximate result of the aforesaid  
10 negligence and carelessness of the DEFENDANTS, and each of them, PLAINTIFF was  
11 otherwise injured in and about the head and neck, back, shoulders, arms, legs, knees, and caused  
12 to suffer great pain of body and mind, all or some of the same are chronic conditions which may  
13 result in permanent disability and are disabling, all to PLAINTIFF's damage in an amount in  
14 excess of Fifteen Thousand Dollars (\$15,000.00).

15 43. By reason of the premises, and as a direct and proximate result of the aforesaid  
16 negligence and carelessness of the DEFENDANTS, and each of them, PLAINTIFF has been  
17 caused to incur medical expenses, and will in the future be caused to expend monies for medical  
18 expenses and additional monies for miscellaneous expenses incidental thereto, in a sum presently  
19 unascertainable. PLAINTIFF will pray leave of Court to insert the total amount of the medical  
20 and miscellaneous expenses when the same have been fully determined at the time of the trial for  
21 this action.

22 44. Prior to the injuries complained of herein, PLAINTIFF was an able-bodied individual,  
23 capable of engaging in all activities for which he was otherwise suited. By reason of the  
24 condition of the premises described herein, and as a direct and proximate result of the negligence  
25 of the said Defendants, and each of them, PLAINTIFF was caused to be disabled and limited and  
26 restricted in PLAINTIFF'S occupations and activities, which caused to PLAINTIFF a loss of  
27 wages in a presently unascertainable amount, the allegations of which Plaintiff prays leave of  
28 Court to insert herein when the same shall be fully determined.

///



**THIRD CAUSE OF ACTION**

**(PUNITIVE DAMAGES)**

45. Plaintiff repeats and re-alleges the allegations contained in Paragraphs 1 through 44 above.

46. Defendants owed Plaintiff a duty to fairly evaluate Plaintiff's claim.

47. The aforesaid misconduct of Defendants was in willful, wanton and reckless disregard of the Plaintiff's safety to such an extent as to constitute oppression, fraud, and actual malice toward the Plaintiff, thus entitling the Plaintiff to an award of punitive damages.

48. Plaintiff alleges that Defendants acted in conscious disregard regarding its obligations to provide insurance coverage.

49. Statutes such as NRS § 42.005 were enacted punish the wrongdoers and deter fraudulent, malicious, or oppressive conduct.

50. As a further proximate result of the misconduct of Defendants, Plaintiff is entitled to punitive damages in an amount to be proved at trial and alleged herein in the amount in excess of \$15,000.00.

51. As a direct and proximate result of the actions of Defendants, Plaintiff has been required to retain counsel to prosecute this matter and is entitled to attorney's fees and costs.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, expressly reserving the right to amend this Complaint prior to or at the time of trial of this action to insert those items of damage not yet fully ascertainable, prays judgment against the Defendants, and each of them, as follows:

1. General damages sustained by Plaintiff in an amount in excess of \$15,000.00.
2. Special damages to be determined at the time of trial.
3. Consequential damages, including attorney's fees.
4. Expectation damages for denied policy benefits in excess of \$15,000.
5. Medical and incidental expenses already incurred and to be incurred.
6. Lost earnings and earning capacity.
7. Reasonable attorney's fees and costs of suit.



8. Punitive damages in an amount to be determined at trial.
9. Interest at the statutory rate; and
10. For such other relief as the Court deems just and proper.

DATED this 11<sup>th</sup> day of April, 2022.

GINA CORENA & ASSOCIATES

/s/ Mahna Pourshaban  
**Gina M. Corena, Esq.**  
Nevada Bar No. 10330  
**Mahna Pourshaban, Esq.**  
Nevada Bar No. 13743  
300 S. Fourth Street, Suite 1250  
Las Vegas, Nevada 89101  
*Attorneys for Plaintiff*

GINA CORENA

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**DMJT**  
**Gina M. Corena, Esq.**  
 Nevada Bar No. 10330  
[gina@lawofficecorena.com](mailto:gina@lawofficecorena.com)  
**Mahna Pourshaban, Esq.**  
 Nevada Bar No. 13743  
[betsy@lawofficecorena.com](mailto:betsy@lawofficecorena.com)  
**GINA CORENA & ASSOCIATES**  
 300 S. Fourth Street, Suite 1250  
 Las Vegas, Nevada 89101  
 Telephone: (702) 680-1111  
 Facsimile: (888) 987-6507  
*Attorneys for Plaintiff*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

TATIANA MARTINEZ SANTALLA, an individual,

Plaintiff,

v.

99 CENTS ONLY STORES LLC; KARLA LNU; DOE PROPERTY OWNER I-V; ROE PROPERTY OWNER I-V; DOE JANITORIAL EMPLOYEE I-V; ROE JANITORIAL COMPANY I-V; ROE MAINTENANCE COMPANY I-V; ROE PROPERTY MANAGEMENT COMPANY IV; DOE MAINTENANCE WORKER I-V; DOE PROPERTY MANAGER I-V; DOE EMPLOYEE I-V; ROE EMPLOYER I-V; and ROE COMPANIES I-V, inclusive, jointly and severally,

Defendants.

CASE NO.

DEPT. NO.

**PLAINTIFF'S DEMAND FOR JURY TRIAL**

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///

GINA CORENA

**PLAINTIFF'S DEMAND FOR JURY TRIAL**

COMES NOW, Plaintiff TATIANA MARTINEZ SANTALLA, by and through her attorneys of record, Gina M. Corena, Esq. and Mahna Pourshaban, Esq. of GINA CORENA & ASSOCIATES and hereby demands a jury trial of all of the issues in the above matter.

**DATED** this 11<sup>th</sup> day of April, 2022

**GINA CORENA & ASSOCIATES**

/s/ Mahna Pourshaban  
**Gina M. Corena, Esq.**  
Nevada Bar No. 10330  
**Mahna Pourshaban, Esq.**  
Nevada Bar No. 13743  
300 S. Fourth Street, Suite 1250  
Las Vegas, Nevada 89101  
*Attorneys for Plaintiff*

GINA CORENA & ASSOCIATES

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1 **ANS**  
2 **LEW BRANDON, JR., ESQ.**  
3 Nevada Bar No. 5880  
4 **ANDREW GUZIK, ESQ.**  
5 Nevada Bar No. 12758  
6 **HOMERO GONZALEZ, ESQ.**  
7 Nevada Bar No. 15231  
8 **BRANDON | SMERBER LAW FIRM**  
9 139 E. Warm Springs Road  
10 Las Vegas, Nevada 89119  
11 (702) 380-0007  
12 (702) 380-2964 – *facsimile*  
13 [l.brandon@bsnv.law](mailto:l.brandon@bsnv.law)  
14 [a.guzik@bsnv.law](mailto:a.guzik@bsnv.law)  
15 [h.gonzalez@bsnvlaw.com](mailto:h.gonzalez@bsnvlaw.com)  
16 *Attorneys for Defendant,*  
17 **99 CENTS ONLY STORES LLC**

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

13 TATIANA MARTINEZ SANTALLA,  
14 an individually,

15 Plaintiff,

16 vs.

17 99 CENTS ONLY STORES LLC;  
18 KARLA LNU; DOE PROPERTY  
19 OWNER I-V; ROE PROPERTY  
20 OWNER I-V; DOE JANITORIAL  
21 EMPLOYEE I-V; ROE JANITORIAL  
22 COMPANY I-V; ROE  
23 MAINTENANCE COMPANY I-V;  
24 ROE PROPERTY MANAGEMENT  
25 COMPANY IV; DOE MAINTENANCE  
26 WORKER I-V; DOE PROPERTY  
27 MANAGER I-V; DOE EMPLOYEE I-  
28 V; ROE EMPLOYER I-V; and ROE  
COMPANIES I-V, inclusive, jointly and  
severally,

Defendants.

CASE NO.: A-22-850979-C  
DEPT. NO.: 8

**DEFENDANT, 99 CENTS ONLY  
STORES LLC'S  
ANSWER TO PLAINTIFF'S  
COMPLAINT**

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**BRANDON | SMERBER  
LAW FIRM**

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LAS VEGAS, NEVADA 89119  
T. 702.380.0007 | F. 702.380.2064

**BRANDON | SMERBER**  
**LAW FIRM**

COMES NOW, Defendant, 99 CENTS ONLY STORES LLC., by and through its attorneys, LEW  
BRANDON, JR., ESQ., ANDREW GUZIK, ESQ., and HOMERO GONZALEZ, ESQ., of  
BRANDON | SMERBER LAW FIRM, and hereby answers Plaintiff's Complaint on file herein  
as follows:

1. Answering Paragraphs 1, 3, 4, 5, 6, 7, 8, 9(a)(b)(c)(d)(e), 10, 11, 12, 13, 14, 15  
and 19(b) of Plaintiff's Complaint on file herein, Defendant is without sufficient knowledge or  
information to form a belief as to the truth or falsity of the said allegations and therefore denies  
same.

2. Answering Paragraph 2 of Plaintiff's Complaint on file herein, Defendant admits  
the allegations contained therein.

3. Answering Paragraphs 17, 18, 19(a)(c), 20 and 21 of Plaintiff's Complaint on file  
herein, Defendant denies each and every allegation contained therein. Answering Paragraphs 16  
of Plaintiff's Complaint on file herein, "Defendants, and each of them, negligently and carelessly  
owned, maintained, operated, occupied, and controlled said premises so as to cause and allow the  
unknown liquid and/or other slippery substance(s) to be on the walkway in an area intended for  
use by customers and invitees of Defendants", Defendant denies each and every allegation  
contained therein. As to "Defendants knew that this area was commonly and regularly used by  
customers and invitees of Defendants", Defendant is without sufficient knowledge or information  
to form a belief as to the truth or falsity of the said allegations and therefore denies same.

**FIRST CAUSE OF ACTION**

**(Negligence as to All Defendants)**

4. Answering Paragraph 22 of Plaintiff's Complaint on file herein, Defendant  
repeats and realleges each and every allegation contained in Paragraphs 1 through 21 as though  
fully set forth herein.

1           5.       Answering Paragraphs 23, 24, 25, 26, 27, 28, 29, 30, 31, 32(b) and 34, of  
2 Plaintiff's Complaint on file herein, Defendant is without sufficient knowledge or information to  
3 form a belief as to the truth or falsity of the said allegations and therefore denies same.

4  
5           6.       Answering Paragraphs 32(a)(c)(d)(e), 33, 35, 36 and 37 of Plaintiff's Complaint  
6 on file herein, Defendant denies each and every allegation contained therein.

7                               **SECOND CAUSE OF ACTION**

8           7.       Answering Paragraph 38 of Plaintiff's Complaint on file herein, Defendant  
9 repeats and realleges each and every allegation contained in Paragraphs 1 through 37 as though  
10 fully set forth herein.

11  
12           8.       Answering Paragraphs 39, 40 and 41 of Plaintiff's Complaint on file herein,  
13 Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity  
14 of the said allegations and therefore denies same.

15           9.       Answering Paragraphs 42, 43 and 44 of Plaintiff's Complaint on file herein,  
16 Defendant denies each and every allegation contained therein.

17                               **THIRD CAUSE OF ACTION**

18                               **(PUNITIVE DAMAGES)**

19  
20           10.      Answering Paragraph 45 of Plaintiff's Complaint on file herein, Defendant  
21 repeats and realleges each and every allegation contained in Paragraphs 1 through 44 as though  
22 fully set forth herein.

23  
24           11.      Answering Paragraphs 46 of Plaintiff's Complaint on file herein, Defendant is  
25 without sufficient knowledge or information to form a belief as to the truth or falsity of the said  
26 allegations and therefore denies same.

27           12.      Answering Paragraphs 47, 48, 49, 50 and 51 of Plaintiff's Complaint on file  
28 herein, Defendant denies each and every allegation contained therein.



**AFFIRMATIVE DEFENSES****FIRST AFFIRMATIVE DEFENSE**

Plaintiff's Complaint fails to state a claim against Defendant upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

Defendant alleges that at the time and place alleged in Plaintiff's Complaint, Plaintiff did not exercise ordinary care, caution or prudence for the protection of herself and any damages complained of by the Plaintiff in her Complaint, were directly or proximately caused or contributed to by the fault, failure to act, carelessness and negligence of Plaintiff.

**THIRD AFFIRMATIVE DEFENSE**

Defendant alleges that the Plaintiff assumed whatever risk or hazard existed at the time of this incident, if any there were, and was therefore responsible for the alleged damage suffered and further that the Plaintiff was guilty of negligence of her own acts which caused or contributed to by the fault, failure to act, carelessness or negligence of Plaintiff.

**FOURTH AFFIRMATIVE DEFENSE**

All the risks and dangers involved in the factual situation described in Plaintiff's Complaint, if any there were, were open, obvious and known to the Plaintiff and by reason thereof, Plaintiff assumed the risks and dangers inherent thereto.

**FIFTH AFFIRMATIVE DEFENSE**

Defendant alleges that the negligence of the Plaintiff exceeded that of the Defendant, and that the Plaintiff is thereby barred from recovery.

**SIXTH AFFIRMATIVE DEFENSE**

Pursuant to NRCP 11, as amended: All possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing

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**BRANDON | SMERBER**  
LAW FIRM

1 of Defendant's Answer, and therefore, Defendant reserves the right to amend this Answer to  
2 allege additional affirmative defenses if subsequent investigation warrants.

3 **SEVENTH AFFIRMATIVE DEFENSE**

4 The damages sustained by Plaintiff, if any, were caused by the acts of third persons who  
5 were not agents, servants or employees of this answering Defendant and who were not acting on  
6 behalf of this answering Defendant in any manner or form and as such, this Defendant is not liable  
7 in any matter to the Plaintiff.

8 **EIGHTH AFFIRMATIVE DEFENSE**

9 Defendant at all times relevant to the allegations contained in Plaintiff's Complaint, acted  
10 with due care and circumspection in the performance of any and all duties imposed on it.

11 **NINTH AFFIRMATIVE DEFENSE**

12 That it has been necessary of the Defendant to employ the services of an attorney to defend  
13 the action and a reasonable sum should be allowed Defendant for attorney's fees, together with  
14 costs of suit incurred herein.

15 **TENTH AFFIRMATIVE DEFENSE**

16 Plaintiff has failed to mitigate her alleged damages, and, to the extent of such failure to  
17 mitigate any damages awarded to Plaintiff, should be reduced accordingly.

18 **ELEVENTH AFFIRMATIVE DEFENSE**

19 Plaintiff's claims are barred by applicable statutes of limitations.

20 **TWELFTH AFFIRMATIVE DEFENSE**

21 Defendant objects as to authentication, foundation and genuineness of all of Plaintiff's  
22 medical providers and documents listed or presented by Plaintiff.

23 WHEREFORE, Defendant, 99 CENTS ONLY STORES LLC., prays as follows:

- 24 1. That Plaintiff take nothing by way of her Complaint on file herein;

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1 2. For reasonable attorney's fees and costs of suit incurred herein;

2 3. For such other and further relief as the Court may deem just and proper in the premises.

3 DATED this 27<sup>th</sup> day of April, 2022.

4 **BRANDON | SMERBER LAW FIRM**

5 /s/ Lew Brandon, Jr., Esq.

6 **LEW BRANDON, JR., ESQ.**

7 Nevada Bar No. 5880

8 **ANDREW GUZIK, ESQ.**

9 Nevada Bar No. 12758

10 **HOMERO GONZALEZ, ESQ.**

11 Nevada Bar No. 15231

12 139 E. Warm Springs Road

13 Las Vegas, Nevada 89119

14 *Attorneys for Defendant,*

15 *99 CENTS ONLY STORES LLC*

16 **CERTIFICATE OF SERVICE**

17 Pursuant to NRCP 5(b), I hereby certify that on April 27, 2022, I served the foregoing

18 **DEFENDANT, 99 CENTS ONLY STORES, LLC'S ANSWER TO PLAINTIFF'S**

19 **COMPLAINT** through the Court's ECF electronic filing system, upon the following:

20 **GINA M. CORENA, ESQ.**

21 Nevada Bar No. 10330

22 **MAHNA POURSHABAN, ESQ.**

23 Nevada Bar No. 13743

24 **GINA CORENA & ASSOICATES**

25 300 S. FOURTH STREET, SUITE 1250

26 Las Vegas, Nevada 89101

27 (702) 680-1111

28 Facsimile (888) 987-6507

[Gina@lawofficecorena.com](mailto:Gina@lawofficecorena.com)

[betsy@lawofficecorena.com](mailto:betsy@lawofficecorena.com)

*Attorneys for Plaintiff,*

*TATIANA MARTINEZ SANTALLA*

/s/ Maybelline Valle

An Employee of **BRANDON | SMERBER LAW FIRM**

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1 **IAFD**  
2 **LEW BRANDON, JR., ESQ.**  
3 Nevada Bar No. 5880  
4 **ANDREW GUZIK, ESQ.**  
5 Nevada Bar No. 12758  
6 **HOMERO GONZALEZ, ESQ.**  
7 Nevada Bar No. 15231  
8 **BRANDON | SMERBER LAW FIRM**  
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13 [l.brandon@bsnv.law](mailto:l.brandon@bsnv.law)  
14 [a.guzik@bsnv.law](mailto:a.guzik@bsnv.law)  
15 [h.gonzalez@bsnvlaw.com](mailto:h.gonzalez@bsnvlaw.com)  
16 *Attorneys for Defendant,*  
17 **99 CENTS ONLY STORES LLC**

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

13 TATIANA MARTINEZ SANTALLA, an  
14 individually,

15 Plaintiff,

16 vs.

CASE NO.: A-22-850979-C  
DEPT. NO.: 8

17 99 CENTS ONLY STORES LLC; KARLA  
18 LNU; DOE PROPERTY OWNER I-V;  
19 ROE PROPERTY OWNER I-V; DOE  
20 JANITORIAL EMPLOYEE I-V; ROE  
21 JANITORIAL COMPANY I-V; ROE  
22 MAINTENANCE COMPANY I-V; ROE  
23 PROPERTY MANAGEMENT COMPANY  
24 IV; DOE MAINTENANCE WORKER I-V;  
25 DOE PROPERTY MANAGER I-V; DOE  
26 EMPLOYEE I-V; ROE EMPLOYER I-V;  
and ROE COMPANIES I-V, inclusive,  
jointly and severally,

Defendants.

**INITIAL APPEARANCE FEE  
DISCLOSURE**  
(NRS CHAPTER 19)

Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for parties appearing in the above-entitled action as indicated below:

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**BRANDON | SMERBER  
LAW FIRM**

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**BRANDON | SMERBER**  
**LAW FIRM**

Defendant 99 CENTS ONLY STORES, LLC..... \$223.00

**TOTAL REMITTED..... \$223.00**

DATED this 27<sup>th</sup> day of April, 2022.

**BRANDON | SMERBER LAW FIRM**

/s/ Lew Brandon, Jr., Esq.

**LEW BRANDON, JR., ESQ.**

Nevada Bar No. 5880

**ANDREW GUZIK, ESQ.**

Nevada Bar No. 12758

**HOMERO GONZALEZ, ESQ.**

Nevada Bar No. 15231

139 E. Warm Springs Road

Las Vegas, Nevada 89119

*Attorneys for Defendant,*

*99 CENTS ONLY STORES LLC*

**CERTIFICATE OF SERVICE**

Pursuant to Nev. R. Civ. P. 5(b), I certify that on April 27, 2022, I served a true and correct copy of the foregoing **INITIAL APPEARANCE FEE DISCLOSURE** through the Court's ECF electronic filing system, upon the following:

**GINA M. CORENA, ESQ.**

Nevada Bar No. 10330

**MAHNA POURSHABAN, ESQ.**

Nevada Bar No. 13743

**GINA CORENA & ASSOICATES**

300 S. FOURTH STREET, SUITE 1250

Las Vegas, Nevada 89101

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[betsy@lawofficecorena.com](mailto:betsy@lawofficecorena.com)

*Attorneys for Plaintiff,*

*TATIANA MARTINEZ SANTALLA*

/s/ Maybelline Valle

An Employee of Brandon | Smerber Law Firm

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LEW BRANDON, JR., ESQ.  
Nevada Bar No. 5880  
ANDREW GUZIK, ESQ.  
Nevada Bar No. 12758  
HOMERO GONZALEZ, ESQ.  
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[a.guzik@bsnv.law](mailto:a.guzik@bsnv.law)  
[h.gonzalez@bsnvlaw.com](mailto:h.gonzalez@bsnvlaw.com)  
*Attorneys for Defendant,*  
99 CENTS ONLY STORES LLC

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

TATIANA MARTINEZ SANTALLA,  
an individually,

Plaintiff,

vs.

99 CENTS ONLY STORES LLC;  
KARLA LNU; DOE PROPERTY  
OWNER I-V; ROE PROPERTY  
OWNER I-V; DOE JANITORIAL  
EMPLOYEE I-V; ROE JANITORIAL  
COMPANY I-V; ROE  
MAINTENANCE COMPANY I-V;  
ROE PROPERTY MANAGEMENT  
COMPANY IV; DOE  
MAINTENANCE WORKER I-V;  
DOE PROPERTY MANAGER I-V;  
DOE EMPLOYEE I-V; ROE  
EMPLOYER I-V; and ROE  
COMPANIES I-V, inclusive, jointly  
and severally,

Defendants.

CASE NO.: A-22-850979-C

DEPT. NO.: 8

**DEMAND FOR JURY TRIAL**

COMES NOW, Defendant, 99 CENTS ONLY STORES LLC., by and through its attorney  
of record, LEW BRANDON, JR., ESQ., ANDREW GUZIK, ESQ., and HOMERO GONZALEZ,

139 E. WARM SPRINGS RD.  
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**BRANDON | SMERBER  
LAW FIRM**



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**BRANDON | SMERBER**  
**LAW FIRM**

1 ESQ., of BRANDON | SMERBER LAW FIRM, and hereby demands a Jury Trial in the above-  
2 entitled action.

3 DATED this 27<sup>th</sup> day of April 2022.

4 **BRANDON | SMERBER LAW FIRM**

5  
6 /s/ Lew Brandon, Jr. Esq.

7 **LEW BRANDON, JR., ESQ.**

8 Nevada Bar No. 5880

9 **ANDREW GUZIK, ESQ.**

10 Nevada Bar No. 12758

11 **HOMERO GONZALEZ, ESQ.**

12 Nevada Bar No. 15231

13 139 E. Warm Springs Road

14 Las Vegas, Nevada 89119

15 *Attorneys for Defendant,*

16 *99 CENTS ONLY STORES LLC*

17 **CERTIFICATE OF SERVICE**

18 Pursuant to Nev. R. Civ. P. 5(b), I certify that on April 27, 2022, I served a true and  
19 correct copy of the foregoing **DEMAND FOR JURY TRIAL** through the Court's ECF electronic  
20 filing system, upon the following:

21 **GINA M. CORENA, ESQ.**

22 Nevada Bar No. 10330

23 **MAHNA POURSHABAN, ESQ.**

24 Nevada Bar No. 13743

25 **GINA CORENA & ASSOICATES**

26 300 S. FOURTH STREET, SUITE 1250

27 Las Vegas, Nevada 89101

28 (702) 680-1111

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[betsy@lawofficecorena.com](mailto:betsy@lawofficecorena.com)

*Attorneys for Plaintiff,*

**TATIANA MARTINEZ SANTALLA**

/s/ Maybelline Valle

An Employee of Brandon | Smerber Law Firm

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1 **CSRE**  
2 **LEW BRANDON, JR., ESQ.**  
3 Nevada Bar No. 5880  
4 **ANDREW GUZIK, ESQ.**  
5 Nevada Bar No. 12758  
6 **HOMERO GONZALEZ, ESQ.**  
7 Nevada Bar No. 15231  
8 **BRANDON | SMERBER LAW FIRM**  
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13 [l.brandon@bsnv.law](mailto:l.brandon@bsnv.law)  
14 [a.guzik@bsnv.law](mailto:a.guzik@bsnv.law)  
15 [h.gonzalez@bsnvlaw.com](mailto:h.gonzalez@bsnvlaw.com)  
16 *Attorneys for Defendant,*  
17 **99 CENTS ONLY STORES LLC**

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

13 TATIANA MARTINEZ SANTALLA, an  
14 individually,

CASE NO.: A-22-850979-C  
DEPT. NO.: 8

15 Plaintiff,

16 vs.

**CONSENT TO SERVICE BY  
ELECTRONIC MEANS  
THROUGH E-FILING  
PROGRAM**

17 99 CENTS ONLY STORES LLC; KARLA  
18 LNU; DOE PROPERTY OWNER I-V;  
19 ROE PROPERTY OWNER I-V; DOE  
20 JANITORIAL EMPLOYEE I-V; ROE  
21 JANITORIAL COMPANY I-V; ROE  
22 MAINTENANCE COMPANY I-V; ROE  
23 PROPERTY MANAGEMENT COMPANY  
24 IV; DOE MAINTENANCE WORKER I-V;  
25 DOE PROPERTY MANAGER I-V; DOE  
26 EMPLOYEE I-V; ROE EMPLOYER I-V;  
27 and ROE COMPANIES I-V, inclusive,  
28 jointly and severally,

Defendants.

The undersigned parties hereby consent to service of documents by electronic means through the Court's e-filing program on behalf of the following parties: 99 CENTS ONLY STORES LLC.

139 E. WARM SPRINGS RD.  
LAS VEGAS, NEVADA 89119  
T: 702.380.0007 | F: 702.380.2964

**BRANDON | SMERBER  
LAW FIRM**

139 E. WARM SPRINGS RD.  
LAS VEGAS, NEVADA 89119  
T. 702.380.0007 | F. 702.380.2964

**BRANDON | SMERBER**  
**LAW FIRM**

Documents served by electronic means must be transmitted to the following persons at the e-mail addresses listed: [l.brandon@bsnv.law](mailto:l.brandon@bsnv.law); [a.guzik@bsnv.law](mailto:a.guzik@bsnv.law); and [h.gonzalez@bsnv.law](mailto:h.gonzalez@bsnv.law)

It is my understanding that the attachments may be transmitted to the program in any format and will be converted to a PDF file before service is effected.

The undersigned also acknowledges that this Consent does not require service by electronic means unless the serving party elects to do so.

DATED this 27<sup>th</sup> day of April, 2022.

**BRANDON | SMERBER LAW FIRM**

/s/ Lew Brandon, Jr., Esq.

**LEW BRANDON, JR., ESQ.**

Nevada Bar No. 5880

**ANDREW GUZIK, ESQ.**

Nevada Bar No. 12758

**HOMERO GONZALEZ, ESQ.**

Nevada Bar No. 15231

139 E. Warm Springs Road

Las Vegas, Nevada 89119

*Attorneys for Defendant,*

**99 CENTS ONLY STORES LLC**

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BRANDON | SMERBER  
LAW FIRM  
139 E. WARM SPRINGS RD.  
LAS VEGAS, NEVADA 89119  
T. 702.380.0007 | F. 702.380.2964

**CERTIFICATE OF SERVICE**

Pursuant to Nev. R. Civ. P. 5(b), I certify that on April 27, 2022, I served a true and correct copy of the foregoing **CONSENT TO SERVICE BY ELECTRONIC MEANS THROUGH E-FILING PROGRAM** through the Court's ECF electronic filing system, upon the following:

**GINA M. CORENA, ESQ.**

Nevada Bar No. 10330

**MAHNA POURSHABAN, ESQ.**

Nevada Bar No. 13743

**GINA CORENA & ASSOICATES**

300 S. FOURTH STREET, SUITE 1250

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[betsy@lawofficecorena.com](mailto:betsy@lawofficecorena.com)

*Attorneys for Plaintiff,*

*TATIANA MARTINEZ SANTALLA*

/s/ Maybelline Valle

An Employee of Brandon | Smerber Law Firm

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1 **DSST**  
2 **LEW BRANDON, JR., ESQ.**  
3 Nevada Bar No. 5880  
4 **ANDREW GUZIK, ESQ.**  
5 Nevada Bar No. 12758  
6 **HOMERO GONZALEZ, ESQ.**  
7 Nevada Bar No. 15231  
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14 [a.guzik@bsnv.law](mailto:a.guzik@bsnv.law)  
15 [h.gonzalez@bsnvlaw.com](mailto:h.gonzalez@bsnvlaw.com)  
16 *Attorneys for Defendant,*  
17 **99 CENTS ONLY STORES LLC**

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

13 TATIANA MARTINEZ SANTALLA, an  
14 individually,

15 Plaintiff,

16 vs.

17 99 CENTS ONLY STORES LLC; KARLA  
18 LNU; DOE PROPERTY OWNER I-V; ROE  
19 PROPERTY OWNER I-V; DOE  
20 JANITORIAL EMPLOYEE I-V; ROE  
21 JANITORIAL COMPANY I-V; ROE  
22 MAINTENANCE COMPANY I-V; ROE  
23 PROPERTY MANAGEMENT COMPANY  
24 IV; DOE MAINTENANCE WORKER I-V;  
25 DOE PROPERTY MANAGER I-V; DOE  
26 EMPLOYEE I-V; ROE EMPLOYER I-V;  
and ROE COMPANIES I-V, inclusive,  
jointly and severally,

Defendants.

CASE NO.: A-22-850979-C  
DEPT. NO.: 8

**DISCLOSURE STATEMENT**  
**PURSUANT TO NRCP 7.1**

27 The undersigned counsel of record for Defendant, 99 CENTS ONLY STORES LLC,  
28 hereby certifies that to their knowledge, Defendant, 99 CENTS ONLY STORES LLC, is a

139 E. WARM SPRINGS RD.  
LAS VEGAS, NEVADA 89119  
T: 702.380.0007 | F: 702.380.2964

**BRANDON | SMERBER**  
**LAW FIRM**

139 E. WARM SPRINGS RD.  
LAS VEGAS, NEVADA 89119  
T: 702.380.0007 | F: 702.380.2064

**BRANDON | SMERBER**  
**LAW FIRM**

1 limited liability company with no publicly held company owning ten percent (10%) or more of  
2 99 CENTS ONLY STORES LLC.

3 There are no other known interested parties other than those identified.

4 DATED this 27<sup>th</sup> day of April, 2022.

5 **BRANDON | SMERBER LAW FIRM**

6 /s/ Lew Brandon, Jr., Esq.

7 **LEW BRANDON, JR., ESQ.**

8 Nevada Bar No. 5880

9 **ANDREW GUZIK, ESQ.**

10 Nevada Bar No. 12758

11 **HOMERO GONZALEZ, ESQ.**

12 Nevada Bar No. 15231

13 139 E. Warm Springs Road

14 Las Vegas, Nevada 89119

15 (702) 384-8424

16 (702) 384-6568 - *facsimile*

17 *Attorneys for Defendant,*

18 *99 CENTS ONLY STORES LLC*

19 **CERTIFICATE OF SERVICE**

20 Pursuant to Nev. R. Civ. P. 5(b), I certify that on April 27, 2022, I served a true and  
21 correct copy of the foregoing **DISCLOSURE STATEMENT PURSUANT TO NRCP 7.1**  
22 through the Court's ECF electronic filing system, upon the following:

23 **GINA M. CORENA, ESQ.**

24 Nevada Bar No. 10330

25 **MAHNA POURSHABAN, ESQ.**

26 Nevada Bar No. 13743

27 **GINA CORENA & ASSOICATES**

28 300 S. FOURTH STREET, SUITE 1250

Las Vegas, Nevada 89101

(702) 680-1111

Facsimile (888) 987-6507

[Gina@lawofficecorena.com](mailto:Gina@lawofficecorena.com)

[betsy@lawofficecorena.com](mailto:betsy@lawofficecorena.com)

*Attorneys for Plaintiff,*

**TATIANA MARTINEZ SANTALLA**

/s/ Maybelline Valle

An Employee of Brandon | Smerber Law Firm



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CLERK OF THE COURT



1 **REQT**  
2 **LEW BRANDON, JR., ESQ.**  
3 Nevada Bar No. 5880  
4 **ANDREW GUZIK, ESQ.**  
5 Nevada Bar No. 12758  
6 **HOMERO GONZALEZ, ESQ.**  
7 Nevada Bar No. 15231  
8 **BRANDON | SMERBER LAW FIRM**  
9 139 E. Warm Springs Road  
10 Las Vegas, Nevada 89119  
11 (702) 380-0007  
12 (702) 380-2964 – facsimile  
13 [l.brandon@bsnv.law](mailto:l.brandon@bsnv.law)  
14 [a.guzik@bsnv.law](mailto:a.guzik@bsnv.law)  
15 [h.gonzalez@bsnvlaw.com](mailto:h.gonzalez@bsnvlaw.com)  
16 Attorneys for Defendant,  
17 99 CENTS ONLY STORES LLC

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

13 TATIANA MARTINEZ SANTALLA, an  
14 individually,

15 Plaintiff,

16 vs.

17 99 CENTS ONLY STORES LLC; KARLA  
18 LNU; DOE PROPERTY OWNER I-V; ROE  
19 PROPERTY OWNER I-V; DOE  
20 JANITORIAL EMPLOYEE I-V; ROE  
21 JANITORIAL COMPANY I-V; ROE  
22 MAINTENANCE COMPANY I-V; ROE  
23 PROPERTY MANAGEMENT COMPANY  
24 IV; DOE MAINTENANCE WORKER I-V;  
25 DOE PROPERTY MANAGER I-V; DOE  
26 EMPLOYEE I-V; ROE EMPLOYER I-V;  
and ROE COMPANIES I-V, inclusive,  
jointly and severally,

Defendants.

CASE NO.: A-22-850979-C  
DEPT. NO.: 8

**NRCP 16.1(A)(1)(C)  
REQUEST FOR  
COMPUTATION OF  
DAMAGES AND  
DISCLOSURE OF  
SUPPORTING DOCUMENTS  
AND NRCP 16.1(a)(1)(A)(iii)  
REQUEST FOR MEDICAL  
PROVIDER IDENTITY**

27 Pursuant to NRCP 16.1(a)(1)(C), Defendant, 99 CENTS ONLY STORES LLC., hereby  
28 requests that Plaintiff, TATIANA MARTINEZ SANTALLA, provide, within 30 days of this

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**BRANDON | SMERBER**  
LAW FIRM

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LAS VEGAS, NEVADA 89119  
T. 702.380.0007 | F. 702.380.2064

**BRANDON | SMERBER**  
**LAW FIRM**

1 Request, a computation of any and all categories of damages claimed by Plaintiff, including  
2 making available for inspection and copying as under Rule 34 the documents or other evidentiary  
3 matter, not privileged or protected from disclosure, on which such computation is based, including  
4 materials bearing on the nature and extent of injuries suffered.  
5

6 DATED this 27<sup>th</sup> day of April, 2022.

7 **BRANDON | SMERBER LAW FIRM**

8 /s/ Lew Brandon, Jr., Esq.

9 **LEW BRANDON, JR., ESQ.**

10 Nevada Bar No. 5880

11 **ANDREW GUZIK, ESQ.**

12 Nevada Bar No. 12758

13 **HOMERO GONZALEZ, ESQ.**

14 Nevada Bar No. 15231

15 139 East Warm Springs Road

16 Las Vegas, Nevada 89119

17 *Attorneys for Defendant,*

18 *99 CENTS ONLY STORES LLC*

19 ///

20 ///

21 ///

22 ///

23 ///

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27 ///

28 ///

///

///

BRANDON | SMERBER  
LAW FIRM  
130 E. WARM SPRINGS RD.  
LAS VEGAS, NEVADA 89119  
T. 702.380.0007 | F. 702.380.2964

**CERTIFICATE OF SERVICE**

Pursuant to Nev. R. Civ. P. 5(b), I certify that on April 27, 2022, I served a true and correct copy of the foregoing **NRCP 16.1(A)(1)(C) REQUEST FOR COMPUTATION OF DAMAGES AND DISCLOSURE OF SUPPORTING DOCUMENTS AND NRCP 16.1(a)(1)(A)(iii) REQUEST FOR MEDICAL PROVIDER IDENTITY** through the Court's ECF electronic filing system, upon the following:

**GINA M. CORENA, ESQ.**  
Nevada Bar No. 10330  
**MAHNA POURSHABAN, ESQ.**  
Nevada Bar No. 13743  
**GINA CORENA & ASSOICATES**  
300 S. FOURTH STREET, SUITE 1250  
Las Vegas, Nevada 89101  
(702) 680-1111  
Facsimile (888) 987-6507  
[Gina@lawofficecorena.com](mailto:Gina@lawofficecorena.com)  
[betsy@lawofficecorena.com](mailto:betsy@lawofficecorena.com)  
*Attorneys for Plaintiff,*  
**TATIANA MARTINEZ SANTALLA**

/s/ Maybelline Valle  
An Employee of Brandon | Smerber Law Firm

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5/11/2022 2:10 PM  
Steven D. Grierson  
CLERK OF THE COURT



1 **REA**  
2 **Gina M. Corena, Esq.**  
3 Nevada Bar No. 10330  
4 [gina@lawofficecorena.com](mailto:gina@lawofficecorena.com)  
5 **Mahna Pourshaban, Esq.**  
6 Nevada Bar No. 13743  
7 [mahna@lawofficecorena.com](mailto:mahna@lawofficecorena.com)  
8 **GINA CORENA & ASSOCIATES**  
9 300 S. Fourth Street, Suite 1250  
10 Las Vegas, Nevada 89101  
11 Telephone: (702) 680-1111  
12 Facsimile: (888) 987-6507  
13 *Attorneys for Plaintiff*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

10 TATIANA MARTINEZ SANTALLA, an  
11 individual,

12 Plaintiff,

13 v.

14 99 CENTS ONLY STORES LLC; KARLA  
15 LNU; DOE PROPERTY OWNER I-V;  
16 ROE PROPERTY OWNER I-V; DOE  
17 JANITORIAL EMPLOYEE I-V; ROE  
18 JANITORIAL COMPANY I-V; ROE  
19 MAINTENANCE COMPANY I-V; ROE  
20 PROPERTY MANAGEMENT COMPANY  
21 IV; DOE MAINTENANCE WORKER I-V;  
22 DOE PROPERTY MANAGER I-V; DOE  
23 EMPLOYEE I-V; ROE EMPLOYER I-V;  
24 and ROE COMPANIES I-V, inclusive,  
25 jointly and severally,

26 Defendants.

CASE NO.: A-22-850979-C

DEPT. NO.: 8

**PLAINTIFF'S REQUEST FOR  
EXEMPTION FROM ARBITRATION**

23 COMES NOW, Plaintiff TATIANA MARTINEZ SANTALLA by and through her  
24 counsel of record, Mahna Pourshaban, Esq., of the Law Offices of GINA CORENA &  
25 ASSOCIATES, and hereby requests the above-entitled matter be exempted from arbitration  
26 pursuant to Nevada Arbitration Rules 3 and 5, as this case involves an amount in excess of  
27 \$50,000.00 per Plaintiff, exclusive of interest and costs.  
28

1  
2 1. This case arises out of an incident on or about August 5, 2021. Plaintiff,  
3 TATIANA MARTINEZ SANTALLA (hereinafter "PLAINTIFF" and/or "TATIANA") was at  
4 all times relevant a guest at Defendant 99 CENTS ONLY STORES LLC (hereinafter  
5 "DEFENDANTS" and/or "DEFENDANT 99 CENTS") property located at 4910 E. Tropicana  
6 Ave., Las Vegas, Nevada 89121 (hereinafter "The Property"). On or about August 5, 2021, while  
7 lawfully a guest at the Property, PLAINTIFF was walking when PLAINTIFF suddenly and  
8 unexpectedly slipped and fell onto the floor of The Property due to an unknown liquid and/or  
9 other slippery substance(s) being on the floor in the walkway. Defendants, and each of them,  
10 negligently and carelessly owned, maintained, operated, occupied, and controlled said premises  
11 so as to cause and allow the unknown liquid and/or other slippery substance(s) to be on the  
12 walkway in an area intended for use by customers and invitees of Defendants, and Defendants  
13 knew that this area was commonly and regularly used by customers and invitees of Defendants.  
14 As a direct and proximate result of said injuries, Plaintiff received treatment and engaged the  
15 services of physicians to care for and treat her and that said injuries have caused Plaintiff severe  
16 pain and suffering, likely permanent injuries, requiring Plaintiff to seek ongoing treatment.

17 PLAINTIFF TATIANA MARTINEZ SANTALLA suffered bodily injuries as a result of  
18 the subject incident and has incurred the following damages:

PROVIDER	AMOUNT
Shield Radiology Consultants	\$420.00
Affinity Surgery Center	\$47,200.00
Surgical Arts Center	\$10,891.32
Jackson Physical Therapy	\$7,460.00
Relevium Pain Specialists	\$7,454.00
Desert Springs Hospital	\$6,501.00
Spinal Rehabilitation Center	\$5,940.00
Pueblo Medical Imaging	\$4,950.00
Las Vegas Pharmacy	\$4,087.55
Shadow Emergency Physicians	\$1,335.00
Bernard Ong, M.D.	\$1,014.00
Desert Radiology Solutions	\$572.00
<b>TOTAL MEDICAL SPECIALS TO DATE</b>	<b>\$97,824.87</b>
Future Recommendation: Knee arthroscopy, meniscus and cartilage surgery	\$61,000.00

Bilateral Lumbar Injection Paravert Joint/2 <sup>nd</sup> Level	\$13,369.00 - \$14,369.00
<b>TOTAL FUTURE MEDICAL SPECIALS TO DATE</b>	<b>\$74,369.00 - \$75,369.00</b>
Plaintiff's Pain and Suffering Damages	To Be Determined
<b>TOTAL COMPUTATION OF DAMAGES TO DATE</b>	<b>\$172,193.87 - \$173,193.87</b>

Because liability is solely against Defendants, Plaintiff alleges that said Defendants were the cause of Plaintiff's injuries. Clearly, the value of Plaintiff's damages exceeds the \$50,000.00 threshold and the matter should be exempted from Arbitration.

I hereby certify pursuant to N.R.C.P. 11 this case to be within the exemption(s) marked above and am aware of the sanctions which may be imposed against any attorney or party who without good cause or justification attempts to remove a case from the arbitration program.

I further certify pursuant to NRS Chapter 239B and NRS 603A.040 that this document and any attachments thereto do not contain personal information including, without limitation, home address/phone number, social security number, driver's license number or identification card number, account number, PIN numbers, credit card number or debit card number, in combination with any required security code, access code or password that would permit access to the person's financial account.

**DATED** this 11<sup>th</sup> of May, 2022.

**GINA CORENA & ASSOCIATES**

/s/ Mahna Pourshaban

**Gina M. Corena, Esq.**

Nevada Bar No. 10330

**Mahna Pourshaban, Esq.**

Nevada Bar No. 13743

300 S. Fourth Street, Suite 1250

Las Vegas, Nevada 89101

*Attorneys for Plaintiff*



**CERTIFICATE OF E-SERVICE**

Pursuant to NEFR 9, NRCP 5(b) and EDCR 7.26, I certify that on the 11<sup>th</sup> day of May, 2022, I served the foregoing **PLAINTIFF'S REQUEST FOR EXEMPTION FROM ARBITRATION** on the following parties by electronic transmission through Odyssey e-File Nevada:

**BRANDON | SMERBER LAW FIRM**  
**Lew Brandon, Jr., Esq.**  
139 E. Warm Springs Road  
Las Vegas, Nevada 89119  
*Attorney for Defendant 99 Cents Only Stores, LLC*

/s/ Eva G. Rodriguez-Dhimi  
An employee of **GINA CORENA & ASSOCIATES**

1.

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5/16/2022 11:06 AM  
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1 **NEOJ**  
2 **LEW BRANDON, JR., ESQ.**  
3 Nevada Bar No. 5880  
4 **ANDREW R. GUZIK, ESQ.**  
5 Nevada Bar No. 12758  
6 **HOMERO GONZALEZ, ESQ.**  
7 Nevada Bar No. 15231  
8 **BRANDON | SMERBER LAW FIRM**  
9 139 East Warm Springs Road  
10 Las Vegas, Nevada 89119  
11 Office (702) 380-0007/Fax (702) 380-2964  
12 [l.brandon@bsnv.law](mailto:l.brandon@bsnv.law)  
13 [a.guzik@bsnv.law](mailto:a.guzik@bsnv.law)  
14 [h.gonzalez@bsnv.law](mailto:h.gonzalez@bsnv.law)  
15 *Attorneys for Defendant,*  
16 **99 CENTS ONLY STORES, LLC.**

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

13 TATIANA MARTINEZ SANTALLA, an  
14 individually,

15 Plaintiff,

16 vs.

CASE NO.: A-22-850979-C  
DEPT. NO.: 8

17 99 CENTS ONLY STORES LLC; KARLA  
18 LNU; DOE PROPERTY OWNER I-V; ROE  
19 PROPERTY OWNER I-V; DOE  
20 JANITORIAL EMPLOYEE I-V; ROE  
21 JANITORIAL COMPANY I-V; ROE  
22 MAINTENANCE COMPANY I-V; ROE  
23 PROPERTY MANAGEMENT COMPANY  
24 IV; DOE MAINTENANCE WORKER I-V;  
DOE PROPERTY MANAGER I-V; DOE  
EMPLOYEE I-V; ROE EMPLOYER I-V;  
and ROE COMPANIES I-V, inclusive,  
jointly and severally  
Defendants.

**NOTICE OF ENTRY OF ORDER**

26 YOU, AND EACH OF YOU will please take notice that on May 5<sup>th</sup>, 2022, a Stipulation  
27 and Order was entered in the above-entitled matter by the Honorable District Court Judge.  
28

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**BRANDON | SMERBER  
LAW FIRM**

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**BRANDON | SMERBER**  
**LAW FIRM**

*Tatiana Martinez Santalla v. 99 Cents Only Stores, LLC.*  
*Case No. A-22-850979-C*

A filed copy is attached hereto.

DATED this 16<sup>th</sup> day of May, 2022.

**BRANDON | SMERBER LAW FIRM**

/s/ Lew Brandon, Jr., Esq.

**LEW BRANDON, JR., ESQ.**

Nevada Bar No. 5880

**ANDREW R GUZIK, ESQ.**

Nevada Bar No. 12758

**HOMERO GONZALEZ, ESQ.**

Nevada Bar No. 15231

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Las Vegas, Nevada 89119

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(702) 380-2964 – *facsimile*

[l.brandon@bsnv.law](mailto:l.brandon@bsnv.law)

[a.guzik@bsnv.law](mailto:a.guzik@bsnv.law)

[h.gonzalez@bsnv.law](mailto:h.gonzalez@bsnv.law)

*Attorney for Defendant,*

*99 CENTS ONLY STORES, LLC.*

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LAS VEGAS, NEVADA 89119  
T. 702.380.0007 | F. 702.380.2961

**BRANDON | SMERBER**  
**LAW FIRM**

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I hereby certify that on May 16, 2022, I served the foregoing

**NOTICE OF ENTRY OF ORDER** via the Court's electronic filing and service systems to all parties on the current service list.

**GINA M. CORENA, ESQ.**

Nevada Bar No. 10330

**MAHNA POURSHABAN, ESQ.**

Nevada Bar No. 13743

**GINA CORENA & ASSOICATES**

300 S. FOURTH STREET, SUITE 1250

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Facsimile (888) 987-6507

[Gina@lawofficecorena.com](mailto:Gina@lawofficecorena.com)

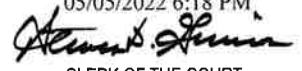
[betsy@lawofficecorena.com](mailto:betsy@lawofficecorena.com)

*Attorneys for Plaintiff,*

*TATIANA MARTINEZ SANTALLA*

/s/ Maybelline Valle

Employee of BRANDON | SMERBER LAW FIRM

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1 **SAO**  
 2 **LEW BRANDON, JR., ESQ.**  
 Nevada Bar No. 5880  
 3 **ANDREW GUZIK, ESQ.**  
 Nevada Bar No. 12758  
 4 **HOMERO GONZALEZ, ESQ.**  
 Nevada Bar No. 15231  
 5 **BRANDON | SMERBER LAW FIRM**  
 139 E. Warm Springs Road  
 Las Vegas, Nevada 89119  
 (702) 380-0007  
 (702) 380-2964 – *facsimile*  
 8 [l.brandon@bsnv.law](mailto:l.brandon@bsnv.law)  
 9 [a.guzik@bsnv.law](mailto:a.guzik@bsnv.law)  
 10 [h.gonzalez@bsnvlaw.com](mailto:h.gonzalez@bsnvlaw.com)  
 Attorneys for Defendant,  
 11 **99 CENTS ONLY STORES LLC**

**DISTRICT COURT****CLARK COUNTY, NEVADA**

14 TATIANA MARTINEZ SANTALLA, an  
 15 individually,

CASE NO.: A-22-850979-C  
 DEPT. NO.: 8

16 Plaintiff,

17 vs.

**STIPULATION AND ORDER**  
**TO DISMISS PLAINTIFF'S**  
**PUNITIVE DAMAGE CLAIM**  
**WITHOUT PREJUDICE**

18 99 CENTS ONLY STORES LLC; KARLA LNU;  
 19 DOE PROPERTY OWNER I-V; ROE  
 PROPERTY OWNER I-V; DOE JANITORIAL  
 20 EMPLOYEE I-V; ROE JANITORIAL  
 COMPANY I-V; ROE MAINTENANCE  
 21 COMPANY I-V; ROE PROPERTY  
 MANAGEMENT COMPANY IV; DOE  
 22 MAINTENANCE WORKER I-V; DOE  
 23 PROPERTY MANAGER I-V; DOE EMPLOYEE  
 I-V; ROE EMPLOYER I-V; and ROE  
 24 COMPANIES I-V, inclusive, jointly and severally  
 25 Defendants.

26 IT IS HEREBY STIPULATED AND AGREED TO by LEW BRANDON, JR., ESQ.,  
 27 ANDREW GUZIK, ESQ., and HOMERO GONZALEZ, ESQ., of BRANDON | SMERBER  
 28 LAW FIRM, on behalf of Defendant, 99 CENTS ONLY STORES LLC., INC., and GINA M

139 E. WARM SPRINGS RD.  
 LAS VEGAS, NEVADA 89119  
 T: 702.380.0007 | F: 702.380.2964

**BRANDON | SMERBER**  
**LAW FIRM**

139 E. WARM SPRINGS RD.  
LAS VEGAS, NEVADA 89119  
T. 702.380.0007 | F. 702.380.2964

**BRANDON | SMERBER**  
**LAW FIRM**

CORENA, ESQ., and MAHNA POURSHABAN, ESQ., of GINA CORENA & ASSOCIATES, on behalf of Plaintiff, TATIANA MARTINEZ SANTALLA, that the punitive damages claim be dismissed without prejudice in the above-entitled matter.

IT IS FURTHER STIPULATED AND AGREED TO that should discovery reveal that 99 CENTS ONLY STORES, LLC. had any punitive damages behavior in any way in the subject incident, Plaintiff may amend her Complaint to include punitive damages back into this lawsuit prior to the end of discovery. Further, any such amendment will relate back to the filing of the original Complaint for all purposes, including the statute of limitations.

DATED this 2<sup>nd</sup> day of May, 2022.

**GINA CORNA & ASSOCIATES**

*/s/ Mahna Pourshaban, Esq.*

**GINA M. CORENA, ESQ.**

Nevada Bar No. 5880

**MAHNA POURSHABAN, ESQ.**

Nevada Bar No. 13743

300 S. Fourth Street, Suite 1250

Las Vegas, NV 89101

*Attorney for Plaintiff,*

**TATIANA MARTINEZ SANTALLA**

DATED this 2<sup>nd</sup> day of May, 2022.

**BRANDON | SMERBER LAW FIRM**

*/s/ Lew Brandon, Jr., Esq.*

**LEW BRANDON, JR., ESQ.**

Nevada Bar No. 5880

**ANDREW GUZIK, ESQ.**

Nevada Bar No. 12758

**HOMERO GONZALEZ, ESQ.**

Nevada Bar No. 15231

139 E. Warm Springs Rd.

Las Vegas, NV 89119

*Attorneys for Defendant,*

**99 CENTS ONLY STORES, LLC**



**CASE NO.: A-20-818029-C****TATIANA MARTINEZ SANTALLA V. 99 CENTS ONLY STORES, LLC.**

**IT IS SO ORDERED** that the punitive damages claim be dismissed without prejudice in the above-entitled matter.

**IT IS FURTHER ORDERED** that should discovery reveal that 99 CENTS ONLY acted with oppression, fraud or malice, express or implied STORES, LLC., ~~had any punitive damages behavior~~ in any way in the subject incident, Plaintiff may amend her Complaint to include punitive damages back into this lawsuit prior to the end of discovery. Further, any such amendment will relate back to the filing of the original Complaint for all purposes<sup>s</sup>, including the statute of limitations.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

Dated this 5th day of May, 2022

  
**HONORABLE DISTRICT COURT JUDGE**  
**JESSICA K. PETERSON, DEPARTMENT 8**

**1C9 597 B0E6 47F1**  
**Jessica K. Peterson**  
**District Court Judge**

Respectfully submitted by:

**BRANDON | SMERBER LAW FIRM***/s/ Lew Brandon, Jr., Esq.***LEW BRANDON, JR., ESQ.**

Nevada Bar No. 5880

**ANDREW GUZIK, ESQ.**

Nevada Bar No. 12758

**HOMERO GONZALEZ, ESQ.**

Nevada Bar No. 15231

139 E. Warm Springs Rd.

Las Vegas, NV 89119

Attorneys for Defendant,

**99 CENTS ONLY STORES, LLC**

139 E. WARM SPRINGS RD.

LAS VEGAS, NEVADA 89119

T. 702.380.0007 | F. 702.380.2964

**BRANDON | SMERBER****LAW FIRM**

## Maybelline Valle

---

**From:** Mahna Pourshaban <Mahna@lawofficecorena.com>  
**Sent:** Monday, May 2, 2022 9:14 AM  
**To:** Maybelline Valle; Gina Corena  
**Cc:** Betsy Jefferis; Lewis Brandon; Andrew Guzik; Homero Gonzalez; April Rufus; Eva Rodriguez Dhimi  
**Subject:** RE: 99 CENTS ONLY STORES, LLC. ADV. TATIANA MARTINEZ SANTALLA / CASE NO.: A-22-850979-C / CLAIM NO.: 189589460-001 / CUSA CLAIM NO.: 2021-CUSA-000132-47 / RE: SAO TO DISMISS PUNITIVE DAMAGES

Hi Maybelline,

You have permission to affix my e-signature on the SAO to dismiss punitive damages without prejudice.

Thank you!

Best regards,



**MAHNA POURSHABAN**  
*Litigation Attorney for Gina*  
*Corena & Associates*  
300 S. 4th Street, Suite 1250  
Las Vegas, NV 89101  
T: (702) 331-2595  
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**From:** Maybelline Valle <M.Valle@bsnv.law>  
**Sent:** Wednesday, April 27, 2022 8:24 AM  
**To:** Gina Corena <gina@lawofficecorena.com>  
**Cc:** Betsy Jefferis <Betsy@lawofficecorena.com>; Lewis Brandon <l.brandon@bsnv.law>; Andrew Guzik <a.guzik@bsnv.law>; Homero Gonzalez <H.Gonzalez@bsnv.law>; April Rufus <a.rufus@bsnv.law>  
**Subject:** 99 CENTS ONLY STORES, LLC. ADV. TATIANA MARTINEZ SANTALLA / CASE NO.: A-22-850979-C / CLAIM NO.: 189589460-001 / CUSA CLAIM NO.: 2021-CUSA-000132-47 / RE: SAO TO DISMISS PUNITIVE DAMAGES

Dear Ms. Corena,

Attached please find a copy of the Stipulation and Order to Dismiss Plaintiff's Punitive Damage Claim Without Prejudice in the above-captioned matter. Should you have any questions, please feel free to contact us.

Best Regards,

**Maybelline Valle**, Legal Assistant to  
Lew Brandon, Jr. Esq.  
Andrew Guzik, Esq.  
Homero Gonzalez, Esq.  
Sara Pasquale, Esq.

**BRANDON | SMERBER LAW FIRM**

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1 **CSERV**

2  
3 **DISTRICT COURT**  
4 **CLARK COUNTY, NEVADA**

5  
6 Tatiana Martinez Santalla,  
7 Plaintiff(s)

CASE NO: A-22-850979-C

8 vs.

DEPT. NO. Department 8

9 99 Cents Only Stores LLC,  
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

12  
13 This automated certificate of service was generated by the Eighth Judicial District  
14 Court. The foregoing Certificate of Disposal of Exhibits was served via the court's electronic  
15 eFile system to all recipients registered for e-Service on the above entitled case as listed  
16 below:

17 Service Date: 5/5/2022

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